

STATE MS. - DESOTO CO.
FILED

AUG 30 2 11 PM '00

1st AMENDMENT TO THE
RESTRICTIVE COVENANTS FOR
CHICKASAW HILLS SUBDIVISION
AS RECORDED INBK 378 539
WEPLAT BOOK ~~72~~ PAGES ~~50-52~~ Book 70 Page 50
SECTION 21, TOWNSHIP 2 SOUTH, RANGE 5 WEST
DESOTO COUNTY, MISSISSIPPI

Each of the lots in the Chickasaw Hills Subdivision shall be impressed with the following restrictions, covenants, and conditions for the purpose of carrying out a general plan of development and maintenance of the property.

1. No lot shall be used for any purposes other than single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one building, a private garage for not more than three vehicles and separate detached building incidental to residential use. Two or more lots may be combined for use as one lot and in such cases the interior lot lines may be disregarded and the utility easements (unless in use) will be automatically revoked. In the event such lots are combined under one ownership for use as a single lot, no part of the combined lot may be sold or conveyed except to the original size of the lots before being combined. No single lot may be subdivided into two or more lots for the purpose of building another dwelling.
2. All dwellings and other structures on the lots must be in compliance with the requirements of the DeSoto County Planning Commission.
3. No structure of a temporary nature such as trailers, basements, tents, sheds, garages, barns, motor homes or other outbuildings shall at any time be used, either temporarily or permanently, as a residence.
4. No obnoxious or offensive trade or activity may be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot. All lots and houses are to be for residential use only.
5. Basements for the installation and maintenance of utilities and drainage facilities are reserved as shown by the plat.
6. No shell-type or modular-type home will be permitted or erected in this subdivision. All homes must be new construction. No home may be moved into the subdivision from another area except by the written permission of the Developer, B & B Land Company.
7. No dwelling shall be permitted on any lot where the heated area of the main structure, exclusive of open porches and garages, is less than 1,800 square feet for any dwelling. Outbuildings such as storage buildings must be made with the same materials as main dwelling. All Dwellings should consist of a minimum of 65% brick.
8. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or customary signs used by a builder to advertise the property during the construction and sale.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash.
10. Trash, garbage and other waste or rubbish shall be kept in sanitary containers, provided specifically for these purposes. All equipment for the storage or disposal of such materials shall be approved by the County and shall be kept in a clean, sanitary and orderly condition.
11. No junk vehicle, trailer, truck, camper, boat or other machinery shall be kept on any site unless properly stored in a storage room or garage.
12. Mailbox style must be approved by the Developer.
13. Construction of any dwelling shall be completed within nine (9) months from commencement of construction.
14. Double garages are required, and shall not be allowed to, face the front of any lot except for corner lots, unless approved by the Developer or his representative(s). No carports will be allowed.
15. Fences shall conform to the design and material standards established within the respective tracts, no wire fences of any nature shall be installed within this subdivision. Acceptable materials for fencing are wood, wrought iron, masonry or stucco.
16. No building shall be erected on any lot in the subdivision until the building plans, specifications and plot plan, showing the location of such building, have been approved in writing as to conformity and harmony with existing structures in this subdivision and as to the location of the buildings with respect to topography and finished ground elevations, by a duly appointed representative of said Developer. Approved plans will be so noted on their face. One set will be returned to the applicant, and one set will be retained. In the event that said Developer or his representative(s), fail to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed fully complied with. The Developer shall not be entitled to any compensation for services performed pursuant to this covenant.
17. These covenants, limitations and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under then until December 31, 2020, at which time said covenants, limitations and restrictions shall automatically extend for successive ten-year periods unless, by a vote of the majority of the then owners of lots in this subdivision, it is agreed to change said covenants in whole or in part.
18. A homeowners association will be formed at the time 60% of lots are sold to maintain entranceways and landscape associated with said entrances. Fees will be assessed at the time the association is formed but will not exceed \$75 per year unless 75% of lot owners agree that more fees are needed for this and other uses for the homeowners association.
19. These covenants, restrictions and limitations, or any of them, may be amended only by the Developer, or by the owners, as the case may be, of at least 75% of the lots in the subdivision, including any additions thereto.

20. All driveways must be either asphalt or concrete.
21. All lot owners must keep lots presentable (grass mowed, etc.) whether vacant or with home.

BB LAND COMPANY
A MISSISSIPPI GENERAL PARTNERSHIP

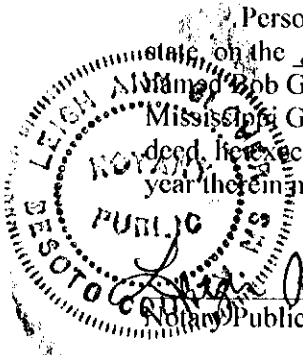
BY: Bob Gregory

Bob Gregory
General Partner

NOTARY CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on the 24 day of August, 2000, within my jurisdiction, the within named Bob Gregory, who acknowledged that he is General Partner of BB Land Company, a Mississippi General Partnership, and that for and behalf of the said partnership, and as its act and deed, here executed the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said partnership so to do.



My Commission Expires: 8/23/04

This document prepared by:
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